this doctrine lies in the fact that the officer holding the property is the mere "hand of the court; his possession is the possession of the court" to whose orders and by whose judgments he is bound. To permit the officer of another court to take that lawful possession of the property which is essential to a valid levy would be to permit an unwarranted interference of one tribunal with the possessions and over the representatives of another, and would lead to serious collisions and conflicts of jurisdiction. *In re Cunningham,* Fed. Cas. 3478; *Hurst* v. *Saginaw Circuit Judge,* 114 Mich. 116, 68 Am. St. Rep. 465, 47 L. R. A. 345; *Williams* v. *Dismukes,* 106 Ala. 402, 17 So. 621. It follows logically, therefore, that the assent of the sheriff to the levy should not militate against the applicability of the general rule and so it was held in the principal case. To permit otherwise would in many cases divert the property from the very end or purpose for which possession had been taken, and this at the instance of an officer whose powers are ministerial and not judicial, and who would thereby subject himself not only to liability on his official bond but to punishment for contempt. See *Payne* v. *Drewe,* 4 East 523; *Hartleib* v. *McLane,* 44 Pa. St. 510, 84 Am. Dec. 464; 35 Cyc. 1681, 1924.

Attorney and Client—Attorney's Lien.—Where the statute provides that an attorney shall have a lien on the judgment superior to all but tax-liens, *Held,* that the attorney's interest in the pending suit could not be defeated by any settlement made without his consent. *Payton* v. *Wheeler,* (Ga. App., 1913) 79 S. E. 81. But even after judgment the lien cannot be impounded and subjected to an indebtedness of the attorney by garnishing the judgment-debtor. *Modlin* v. *Smith,* (Ga. App., 1913) 79 S. E. 82.

It is well settled that the attorney or solicitor has a charging lien for compensation for his services on the proceeds of the judgment obtained by him. *Read* v. *Dupper,* 6 T. R. 361; Weeks, Attorney and Client (2nd Ed.) § 370; *Stewart* v. *Flowers,* 44 Miss. 513, 7 Am. Rep. 707. This lien, unknown to the common law as was the possessory lien, now exists in most jurisdictions by force of statute or judicial legislation. 4 Cyc. 1004; *Andrew* v. *Morse,* 12 Conn. 444, 31 Am. Dec. 752. In general it is regarded as in the nature of an equitable assignment of the judgment to the extent of the services rendered. *Terney* v. *Wilson,* 45 N. J. L. 282; *Wright* v. *Wright,* 70 N. Y. 98; *Hobson* v. *Watson,* 34 Me. 20, 56 Am. Dec. 632. It gives the attorney an interest which is assignable, and is superior to the rights of third persons whose claims arise subsequent to the judgment. *Day* v. *Bowman,* 109 Ind. 383; *Sibley* v. *County of Pine,* 31 Minn. 201; *Hargett* v. *McCadden,* 107 Ga. 773, 33 S. E. 666; Jones, Liens, § 226 and cases cited. In some jurisdictions it is held superior to the rights of the adverse party to a set-off. *Roberts* v. *Mitchell,* 94 Tenn. 277, 29 L. R. A. 705; *Diehl* v. *Friester,* 37 Oh. St. 473; *Perry* v. *Chester,* 53 N. Y. 240; but contra *Nat. Bank* v. *Eyre,* 8 Fed. 733. Again it is such an interest as can not be defeated by any settlement between the client and his opponent. *Ex parte Lehman,* 59 Ala. 631; *Coughlin* v. *N. Y. C. H. R.,* 71 N. Y. 443, 27 Am. Rep. 75. Especially if the settlement is fraudulent. *G. R. & I. Co.* v. *Cheboygan Circuit Judge,* 161 Mich. 181, 126 N. W. 56, 137 Am. St. Rep. 495. And this has been held even in those states

which adhere to the view, followed in the majority of jurisdictions, that the lien does not attach until after judgment. *Jackson* v. *Stearns,* 48 Ore. 25, 84 Pac. 198, 5 L. R. A. (N. S.) 390; *Hanna* v. *Island Coal Co.,* 5 Ind. App. 163, 51 Am. St. Rep. 246; *Stearns* v. *Wollenberg,* 51 Ore. 88, 92 Pac. 1079; 14 L. R. A. (N. S.) 1094 and notes. But where the view is taken that the lien attaches the moment suit is instituted there is much stronger reason for not permitting the lien to be defeated by a settlement. This is the view taken in the first principal case, *Payton* v. *Wheeler, supra.* See *Robertson* v. *Shutt,* 72 Ky. (9 Bush) 659. But notwithstanding the view which is generally taken of the nature of the lien, and the protection which is afforded to it, courts are careful, when the occasion demands, to keep in mind the strictly equitable nature of the attorney's interest. "It is in its nature an equity, and in its protection and enforcement a court of law exercises its inherent powers to control its own process, often denominated the equitable powers of the court." *Mosley and Eley* v. *Norman,* 74 Ala. 422. It is merely a claim to an equitable interference of the court to have that judgment held as security. *Barker* v. *St. Quentin,* 12 M. & W. 451. See *Cairo R. Co.* v. *Tackney,* 78 Ill. 116. At best an inchoate right, it is too contingent an interest to be subject to garnishment. See the second principal case, *Modlin* v. *Smith, supra.* ROOD, GARNISHMENT, § 118. And this would appear to be the necessary view even in those jurisdictions which hold garnishment to be an equitable proceeding.

BILLS AND NOTES—BILLS OF EXCHANGE—FORM.—A writing in the following form "Spiketon, Wash., ————, 1911. Coast Coal Co. You are hereby authorized to deduct One Dollar per month from my monthly pay, to pay for the services of Dr. Sheets as mine doctor. Signed,————," held to be a bill of exchange within the meaning of the statute requiring an acceptance by the coal company before becoming effectual for any purpose whatever. *Sheets* v. *Coast Coal Co. et al.,* (Wash., 1913) 133 Pac. 433.

The decision is contrary not only to the great weight of authority, but to express terms of the statute upon which it is based. By that statute, which is but a legislative enactment of the definition of a bill found in the law merchant, an instrument to be a bill of exchange must: 1, contain an unconditional order; 2, to pay on demand, at a fixed or determinable future time; 3, a sum certain in money; 4, to order or to bearer. First, To have an order there must be some expression embodying a mandatory direction; authority given to pay an amount is not a bill. 1 DANIEL, NEG. INSTR., (5th Ed.) § 35. An order is conditional if payment is dependent upon a contingency or is to be made out of a particular fund, and not upon the general credit of the drawer. *Glidden* v. *McKinstrey,* 28 Ala. 408; *Henry* v. *Hazen,* 5 Ark. 401; *Mills* v. *Kuhhendall,* 2 Blackf. (Ind.) 47; *Strader* v. *Batchlor,* 47 Ky. 168; *Knowlton* v. *Cooley,* 102 Mass. 233; *Smith* v. *Wood,* 1 N. J. Eq. 74; *Morton* v. *Naylor,* 1 Hill (N. Y.) 583; *Gates* v. *Eno,* 4 Hun. 96; *Worden* v. *Dodge,* 4 Denio 159; *Andrews* v. *Harvey,* 39 Tex. 123. Second, A draft payable at an indefinite period of time is not a bill of exchange, *Smith* v. *Wood, supra*; nor where payable on a contingency that may never happen. *Brooks* v. *Hargreaves,* 21 Mich. 254; *Chicago Bank* v. *Trust Co.,* 190 Ill. 404; *Kelley* v.